IN THE HIGH COURT OF JUDICATURE AT BOMBAY
O. O. C. J.

WRIT PETITION NO. 1994 OF 2006

Sangli Bank Limited and another .. Petitioners
v/s.
Standard Fabricators (India) Pvt.Ltd. and others .. Respondents

Mr. Birendra Saraf with Mr.A.S. Kamat i/by M/s. V. Deshpande & Co. for the petitioners.

CORAM : R.M. LODHA &
SMT.NISHITA MHATRE , JJ.

DATED : 17TH JANUARY, 2007

P.C.

We heard Mr. Birendra Saraf, the counsel for the petitioner-bank. We perused the relevant clause of the guarantee. That leaves no manner of doubt that what was undertaken by the guarantor was the payment in aggregate upto Rs.4 lacs towards principal, interest and other charges becoming due thereon and any additional amount that may become due from the principal during the continuance of the guarantee. The guarantee given by the guarantor is unequivocal, unambiguous and clear by restricting his liability upto and not exceeding Rs.4 lacs. The construction of this clause by the Debt Recovery Tribunal as well as the Debt Recovery Appellate Tribunal is proper and in any case, not absurd warranting interference by this court in extraordinary jurisdiction. The writ petition

does not deserve to be admitted. Dismissed in limine.

(R.M.LODHA, J.)

(SMT. NISHITA MHATRE, J.)